

State of Mississippi at all times pertinent, who at all times pertinent was in fact acting for and represented Catlin and AmWINS

who is liable unto your Petitioners, jointly, severally and in solido, for damages suffered, in a reasonable amount to be commensurable with the evidence shown at the trial of this matter, including all costs and interest, from date of judicial demand until paid, for the following reasons to-wit:

JURISDICTION

2.

Jurisdiction in this Court is invoked based upon diversity, as all Petitioners and Defendants are domiciled in different countries. Petitioner, NOLA-GOULA Inn & Suites, LLC, is located in and doing business in the County of Jackson, State of Mississippi, and Defendant, Lloyd's, is a foreign corporation domiciled in England, Catlin, is a foreign corporation domiciled in England, AmWINS, is a corporation domiciled in the State of Mississippi, and Engle Martin, is a corporation domiciled in Georgia, creating diversity between the parties.

3.

This matter is a breach of insurance litigation and damages resulting from Defendants breach of contract and violation by Defendants of MS Code § 11-1-65, et seq., bad faith, negligent investigation, and failure to timely pay subject claim, as is shown and described with particularity heretofore.

FACTS

4.

Petitioners, James E. Shields, Sr. (hereinafter referred to as "Shields") and NOLA-

GOULA Inn & Suites, LLC (hereinafter referred to as “NOLA-GOULA”), purchased a motel, restaurant and property from James Hennessey on September 13, 2016. The property is located at 2102 Denny Avenue, Pascagoula, MS 39567. Before purchase Shields operated the premises under a lease purchase agreement from the previous owner, James Hennessey and his corporation, Studio Suites, LLC.

5.

On August 15, 2016, a wind and rain storm hit Pascagoula, MS and caused severe damage to subject premises. At the time of the 2016 storm, the premises was insured by Catlin Syndicate Limited, policy number AL103469.

6.

James Hennessey filed a claim under his insurance policy with Catlin (policy no.: AL103469). Hennessey could not honor the terms of the lease purchase agreement with Shields unless Catlin (policy no.: AL103469), provided funds and coverage under the policy of insurance issued to Hennessey. Thereon, Hennessey sold the premises to Petitioners on September 13, 2016 and sold and assigned all rights to any funds to be received by Hennessey from Caltin (policy no.: AL103469), as a result of the August 15, 2016 storm, to Shields.

7.

Petitioners aver that upon purchase, Shields was mandated to protect the bank lender, by insuring the premised under a policy of insurance the same as or similar to the policy that Hennessey had with Catlin (policy no.: AL103469). Shields thereon shopped for insurance. Catlin through AmWINS was interested in insuring the premises again and provided a reasonable premium. Petitioners aver and show that while the claim from the

August 15, 2016 storm was pending, Lloyd's, Catlin, and AmWINS were eager to insure the premises against under a new policy.

8.

Thereon, on September 13, 2016, at the time of the sale from Hennessey to Shields, Catlin through AmWINS issued a policy of insurance, insuring Shields and NOLA-GOULA, under policy number AL117718.

9.

Petitioners began repairing the roofs, damaged rooms, replaced furnishing, and floors and fixtures, which were destroyed and/or damaged from the 2016 storm. One roof was replaced. The other roofs were repaired. Rooms were repaired awaiting Defendants to pay under its policy for the August 15, 2016 claim.

10.

Shields continued to do repairs to the premises and tried to restore, as many of the seventy-six rooms and restaurant, so as to reduce loss of business from not being able to rent the seventy-six room hotel and operate the restaurant. Shields avers that, he, believing the August 15, 2016 claim would be paid, expended his personal and borrowed funds to effect repairs, believing he would be reimbursed by Defendants as the claims was processed.

11.

Thereon, Catlin (policy no.: AL103469), refused to pay the August 15, 2016 claim. Litigation was thereon filed on February 9, 2017 for the August 15, 2016 claim against Catlin, AmWINS, Engle Martin, and Kevin Collet (adjuster/inspector), for breach of contract, fraud, and bad faith in captioned matter, Hennessey, et al v. Catlin Syndicate

Limited, USDC SDMS No.: 1:17-cv-00053, HSO-JCG. The August 15, 2016 litigation is currently pending and being litigated. Petitioners aver that Lloyd's, Catlin and AmWINS received premiums under both policies, but never honored the claims.

12.

Petitioners aver and show that nevertheless and notwithstanding the August 15, 2016 litigation, Defendants continued to insure subject premises under policy number AL103469 and thereon under policy number AL117718, receiving premiums in the excess amount of \$10,446.15 for the 2017-2018 policy period, in addition to premiums received from previous policy period of September 13, 2016 to September 13, 2017.

13.

Shields continued, in good faith, to restore the premises and businesses, by continuing the repairs and renovating the rooms to increase rental income. The business began to increase and more rooms and amenities became available. The August 15, 2016 litigation claim proceeded against Catlin.

HURRICANE NATE

14.

On October 8, 2017, Hurricane Nate struck Pascagoula, MS and Gulfport, MS. The motel premises were destroyed again. The repairs made by Petitioners after the August 15, 2016 storm were re-damaged. Petitioners thereon made a claim under their new policy of insurance with Catlin through AmWINS (policy no. AL117718). The litigation from the August 15, 2016 claim continued. Catlin continued to receive monthly premiums.

15.

Petitioners show that as happened with the August 15, 2016 storm and incident,

Defendants refused to and have failed to honor or pay Petitioners' claim from Hurricane Nate. Petitioners aver that like the loss suffered on August 15, 2016, Defendants continued to insure the premises before, during and after October 8, 2017, the time of Petitioners loss to Hurricane Nate. After Hurricane Nate, Defendants continued to collect the monthly premiums. Shields waiting patiently, believed that Lloyd's, Catlin, and AmWINS would not again breach the contract and again violate the numerous sections of MS Code § 11-1-65, et seq. Petitioners aver that in good faith, they again began roof and room repairs, expecting timely response and funds from Defendants.

16.

Petitioners aver they filed a claim with Lloyd's, Catlin and AmWINS on October 8, 2017 for the Hurricane Nate damages. It has been over 120 days since notice to Defendants of the damages from Hurricane Nate was made. Defendants, as with the August 15, 2016 claim, refused to pay under provisions of subject insurance policy. Petitioners aver that this is clear violation MS Code § 11-1-65, et seq., and that as done with the August 15, 2016 claim, Defendants are in complete bad faith. Petitioners aver that Defendants were shown to simply collect premiums and refuse to pay claims.

17.

Petitioners aver that Defendants inspected and are aware that the entire motel roofs were destroyed and damaged beyond repair during Hurricane Nate, and that Petitioners premises are and were basically inoperable since Hurricane Nate. Petitioners aver that Defendants' actions are and constitute violations under MS Code § 11-1-65, et seq., including but not limited to the following:

- a. insurance bad faith;

- b. untimely and/or wrongful refusal to pay claim;
- c. gross negligence and/or reckless disregard for the rights of Petitioners;
- d. negligent investigation;
- e. delay of payment of claim;
- f. breach of contract;
- g. others to be shown as discovery proceeds.

18.

Petitioners further aver that Defendants have evoked the same or similar scheme to breach the insurance contract and attempt to avoid payment of the claim, as was done and described in the claim from August 15, 2016, which litigation is ongoing as cited heretofore. For purposes of this litigation, Petitioners adopt the August 15, 2016 claim pleadings and facts before this court and shown, in toto, in support of Petitioners' contentions of bad faith and violation of MS Code § 11-1-65, et seq.

19.

Petitioners specifically aver and contend that Defendants are withholding payment of the claim in this matter with intent to attempt to aid Defendants' defenses in the cited litigation filed by Hennessey and Shields, regarding the August 15, 2016 storm damages claim. Petitioners aver that Lloyd's, Catlin and AmWINS have not paid the Hurricane Nate claim, in what appears to be the same fraudulent scheme used and described and being litigated in the pending litigation from the August 15, 2016 storm and claim.

20.

Petitioners aver that Defendants have no defenses to the Hurricane Nate claims subject of this litigation and are liable for damages in the following but not limited particulars:

- | | | |
|----|--|-------------|
| a. | Breach of contract damages past, present and future | \$1,000,000 |
| b. | Fraudulent conspiracy damages past, present and future | \$2,000,000 |

c.	Punitive damages past, present and future	TBD
d.	Bad faith damages past, present and future	\$2,000,000
e.	Repair costs past, present and future	TBD
f.	Attorney fees past, present and future	TBD
g.	Loss of use of rooms, restaurant, and facility past, present and future	\$1,000,000
h.	Loss of profit and revenues past, present and future	\$2,000,000
i.	All costs of these proceedings past, present and future	TBD
j.	All costs of experts past, present and future	TBD
k.	Emergency repairs	\$30,000
l.	Damages to rooms and furnishings	TBD
m.	Punitive damages and other damages as provided by MS Code § 11-1-65, et seq, past, present and future	\$2,000,000
n.	Extra contractual damages including mental pain and anguish, and anxiety past, present and future	\$1,000,000
o.	Others that may be discovered as discovery proceeds	

21.

Petitioners pray for trial by jury.

WHEREFORE, Petitioners, James E. Shields, Sr. and NOLA-GOULA Inn & Suites, LLC, pray that Defendants be served with a copy of the foregoing and be cited to appear and answer same, and that after all legal delays and proceedings are had, there be judgment herein in favor of your Petitioners and against Defendants, Underwriters at Lloyd's, London, Catlin Syndicate Limited, AmWINS Access Insurance Services, LLC, and Engle Martin & Associates, Inc., jointly, severally and *in solido*, in an amount to be determined by the evidence plus interest from the date of judicial demand until paid, for all costs of these proceedings, for attorney fees if permitted by law, and any other general and equitable relief that this court may deem appropriate under the circumstances.

Gretna, Louisiana, this 6th day of February, 2018.

RESPECTFULLY SUBMITTED,

SHIELDS LAW FIRM, LLC

/s/ James E. Shields, Jr.

JAMES E. SHIELDS, JR. (MS # 103172)

311 Huey P. Long Avenue

Gretna, Louisiana 70053

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Facsimile: 504.368.0002

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CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing has this date been served upon all known counsel of record in this proceeding by:

☐ Hand Delivery ☐ Prepaid U.S. Mail ☐ Facsimile

☒ CM/ECF system ☐ Federal Express Mail ☐ E-mail

Gretna, Louisiana this 6th day of February, 2018.

/s/ James E. Shields, Jr.

JAMES E. SHIELDS, JR.

PLEASE SERVE:

Underwriters at Lloyd's, London

Through Registered Agent for Service
Mississippi Secretary of State
401 Mississippi Street
Jackson, Mississippi 39201

Engle Martin & Associates, Inc.

Through Registered Agent for Service
C T Corporation System
645 Lakeland East Drive, Suite 101
Flowood, Mississippi 39232

AmWINS Access Insurance Services, LLC

Through Registered Agent for Service
C T Corporation System
645 Lakeland East Drive, Suite 101
Flowood, Mississippi 39232

Catlin Syndicate Limited

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